

18  
1 In re:

2 MEGAN CHRISTINE FIEDLER,

3 Debtor.

4 THE GOLDEN ONE CREDIT UNION,  
5 a California Corporation,

6 Plaintiff,

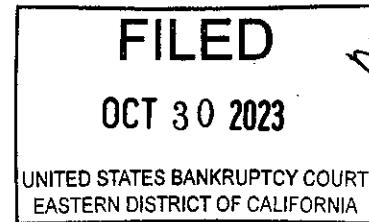
7 v.

8 MEGAN CHRISTINE FIEDLER, an  
9 individual,

10 Defendant.

11 Case No. 23-20862

12 Adv. Pro. No. 2023-02038-C

13 **MEMORANDUM ON 11 U.S.C. § 523(d) AND RULE 9011(b)**14 This is a case of sue first and ask questions later. The  
15 Complaint was filed in disregard of the Rule 9011 duties to  
16 "inquire" and to "stop and think" before filing legal or factual  
17 contentions of dubious merit.18 Golden One Credit Union filed a nondischargeability  
19 Complaint alleging 11 U.S.C. § 523(a)(2) fraud with respect to a  
20 "consumer debt" without making the inquiry "reasonable under the  
21 circumstances" required by Rule 9011(b) and without being  
22 "substantially justified" within the meaning of § 523(d).23 The boilerplate Complaint alleged only two operative facts.  
24 First, Golden One made an unsecured loan of \$9,000 on November 3,  
25 2022, for the stated purpose of helping Defendant retire a  
26 \$12,500 Wells Fargo credit card debt at 24.3% interest. Second,  
27 on December 20, 2022, the Defendant did not make the first  
28 payment when due. Those two facts, without more, were alleged to

suffice to prove an intentional fraud perpetrated on November 3.

## Facts

4 The Debtor filed her chapter 7 case March 21, 2023. The  
5 Meeting of Creditors was April 18, 2023. Plaintiff filed its  
6 Complaint on April 25, 2023, without Plaintiff or Plaintiff's  
7 counsel having attended the Meeting of Creditors, listened to the  
8 recording of the Meeting of Creditors, or posed any questions to  
9 Debtor or Debtor's counsel. The Complaint was filed seven days  
10 after the Meeting of Creditors and sixty-three days before the  
11 June 20, 2023, deadline for nondischargeability actions.

12       Golden One relied solely on the elementary fallacy *post hoc  
ergo propter hoc* (because this, then that) that failure to make  
13 the first payment when due December 20, 2022, proves that the  
14 debtor intended on November 3 not to pay.  
15

16 Golden One had made no inquiry to identify surrounding facts  
17 that might support its allegations that the Debtor actually  
18 intended to defraud Plaintiff at the inception of the loan on  
19 November 3, 2022.

20 Nor did Golden One pay any attention to the Debtor's written  
21 explanation dated May 3, 2023 (filed May 8, 2023), in a document  
22 titled "Defendant's Statement of Undisputed Facts in Support of  
23 Her Motion for Bankruptcy," which this court later deemed to  
24 constitute an Answer.

25 The Debtor explained that she sought help from Golden One  
26 regarding ways to address a \$12,500 balance on a Wells Fargo  
27 credit card charging 24.3% interest. Golden One's employee  
28 advised her against consolidating with another company or filing

1 for bankruptcy and recommended a Golden One loan. After  
2 conducting its due diligence inquiry, the maximum Golden One  
3 would lend was \$9,000. The Debtor stated that she believed Golden  
4 One's advice and accepted the \$9,000 unsecured loan, which was  
5 disbursed on November 3, 2022. The next day she paid Wells Fargo  
6 \$10,500 on its \$12,500 credit card debt.

7 The Defendant explained that "between November 4, 2022 and  
8 December 20, 2022 (the date which the first loan payment was due)  
9 I incurred another \$1,000 on the credit card in order to not  
10 default on my other loans/debts [including her Golden One car  
11 loan]. It was this fact that made it occur to me that the advice  
12 given to me by Golden 1's banker was poor. The \$9,000 loan did  
13 not benefit my financial situation in the slightest."

14 She added, "Mid December I began calling around to different  
15 bankruptcy attorneys, until I found one I liked. Matthew  
16 Decaminada, [Esq.] was informed I had not paid a single payment  
17 on the Golden 1 loan in question and believed it would not be an  
18 issue given my financial position. Matthew instructed me to begin  
19 defaulting on my loans as I made monthly payments on my retainer  
20 to him."

21 She concluded, "I took out the loan with every intention of  
22 paying Golden 1 back but unfortunately it did not improve my  
23 financial position as I had been led to believe by the Golden 1  
24 Banker that assisted me with the loan. Bankruptcy was my best  
25 option, if I remained in the financial position I was in I would  
26 have continued to bury myself in debt that I would never be able  
27 to get out from under."

28 The Defendant appended pay advices establishing that she is

1 an hourly employee in a supermarket job under a collective  
2 bargaining agreement at a rate of \$19.30/hour [\$772/40hr week]  
3 and that her hours vary and are not always 40 hours/week.

4 At a status conference on June 28, 2023, this court  
5 concluded that the "Defendant's Statement of Undisputed Facts"  
6 constituted an Answer and that no discovery was necessary as no  
7 discovery was being requested or suggested by Golden One. It  
8 fixed a prompt trial date of July 18, 2023, so as to provide the  
9 Debtor and Plaintiff to provide evidence supporting their  
10 respective cases, including the opportunity to testify under oath  
11 subject to cross-examination.

12 Seven days later, on July 5, 2023, the Plaintiff requested  
13 dismissal of the adversary proceeding, which request was granted  
14 on July 7, 2023, with a reservation that an Order to Show Cause  
15 would issue regarding § 523(d) and Rule 9011.

16 The ensuing Order to Show Cause issued August 2, 2023, was  
17 addressed to Golden One and its attorney, Karel Rocha, and the  
18 law firm of Prenovost, Normandin, Dawe & Rocha. The OSC noted  
19 that the timing of the filing of the complaint long before the  
20 Complaint deadline and of the dismissal promptly upon setting the  
21 matter for trial invited inferences: (1) that the Complaint was  
22 not well-founded; (2) that there was not a pre-filing "inquiry  
23 reasonable under the circumstances"; and (3) that the Complaint  
24 was filed for the improper purpose of implementing a strategy of  
25 suing impecunious consumers on small claims on little or no  
26 pretext so as to extract payments by way of default judgment or  
27 "settlement" in lieu of trial because of the high costs to the  
28 consumers of defending litigation.

1 The OSC noted that the 22-paragraph boilerplate Complaint  
2 alleged only two concrete facts: (1) \$9,000 loan on November 3;  
3 and (2) nonpayment of the first installment on its December 20  
4 due date. No surrounding circumstances were alleged that might  
5 support an inference of actual intent to defraud on November 3.

1

8 Rule 9011 Duty to Make Inquiry Reasonable Under the Circumstances

9 The signature of an attorney filing a Complaint is a  
10 certification that there has been an "inquiry reasonable under  
11 the circumstances." Fed. R. Bankr. P. 9011(b).

12 The meaning of "inquiry reasonable under the circumstances"  
13 has previously been explained by this court. In re Estate of  
14 Taplin, 641 B.R. 236, 245-52 (Bankr. E.D. Cal. 2022).

15 The basic principle, in the words of the Civil Rules  
16 Advisory Committee, is to "require litigants to 'stop and think'  
17 before making legal or factual contentions." Fed. R. Civ. P.  
18 9011, Adv. Comm. Note to 1993 Amendment (emphasis supplied).

A

21 The Golden One response to the OSC notes that there is a  
22 correlation between "first payment" or "early payment" defaults  
23 and fraud. The Comptroller of the Currency, Freddie Mac, and the  
24 National Credit Union Administration all agree that such payment  
25 defaults "assist in identifying potential fraud," constitute  
26 fraud red flags, logically correlate with fraud, and require  
27 monitoring by the financial institution. Golden One Response to  
28 OSC at 7-8.

1       This court takes fraud seriously and is mindful that early  
2 payment defaults do correlate with fraud and that financial  
3 institutions such as Golden One are obliged to take note and  
4 appropriate action.

5       For the borrower, an early payment default means that there  
6 is explaining to do.

7       Nevertheless, when it comes to commencing a legal action by  
8 filing a fraud Complaint, the existence of a fraud indicator,  
9 such as early payment default, may trigger an inquiry by a  
10 creditor, it is not alone sufficient ground for a lawsuit in  
11 which the essential elements of fraud must be proved by  
12 preponderance of evidence. There still must be the "inquiry  
13 reasonable under the circumstances" and that is precisely what  
14 did not happen here.

15       The inquiry reasonable under the circumstances preliminary  
16 to filing a complaint is required so that the complaint "pleads  
17 factual content that allows the court to draw the reasonable  
18 inference that the defendant is liable for the misconduct  
19 alleged." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009).

20       The focus is on the debtor's intent at the inception of the  
21 loan. See, e.g., Anastas v. American Savings Bank, 94 F.3d 1280,  
22 1285-86 (9th Cir. 1994). That is a fact-intensive inquiry for  
23 which the factual contents of the pleadings must be sufficient  
24 for the court to draw the reasonable inference. The mere  
25 circumstance of a non-payment 47 days later is, without more, too  
26 weak a reed on which to build a case.

27       Accepting that there was explaining for the debtor to do, no  
28 attempt was made to obtain an explanation. Golden One, as a

1 creditor holding a "consumer debt," is authorized by § 341(c) to  
2 send a non-lawyer representative to "appear at and participate in  
3 the meeting of creditors" in a chapter 7 or 13 case "either alone  
4 or in conjunction with an attorney for the creditor." 11 U.S.C.  
5 § 341(c). Neither Golden One, nor Rocha, attended the meeting of  
6 creditors, thereby missing an early opportunity to inquire of the  
7 debtor under oath why there was a first payment default. There  
8 was no request for reaffirmation. There was no Rule 2004  
9 examination. There was no inquiry directed to debtor's counsel  
10 before filing the Complaint.

11

12

B

13 Rocha described his desktop review of the client file and of  
14 the Chapter 7 Petition and Schedules as if that was sufficient  
15 inquiry. Rocha Decl. ¶¶ 10-23.

16 Although Rocha says that in comparing the loan file with the  
17 bankruptcy file he noted inconsistent statements as to the  
18 debtor's income, none of the putative inconsistencies appear to  
19 be material. Nor are they inconsistent with the debtor's  
20 employment earning \$19.30 per hour under a collective bargaining  
21 agreement in which the total hours per week are variable and  
22 subject to the vagaries of life as a single parent of an  
23 elementary school age child. In any event, the Complaint does not  
24 allege a false financial statement.

25 Citing no authority, Rocha opines that it was "abnormal for  
26 a person to file a bankruptcy petition when they have less than  
27 \$20.00 per month more in expenses than their monthly income. To  
28 decide to declare bankruptcy due to only a difference of \$20.00 a

month rather than adjust spending habits is indicia of fraud."

Rocha's assertions are not credible. First, by focusing only on income and expenses he ignores accumulated debts that would be discharged. Second, he assumes a steady rate of monthly income and expenses that ignore the aforesaid vagaries of life as a single parent living on a razor-thin budget with little or no contingency. From the perspective of a bankruptcy judge who has presided over more than 160,000 bankruptcy cases in 35 years, it is neither abnormal nor indicative of fraud for a debtor whose regular net income is barely more than regular monthly expenses to seek bankruptcy relief to eliminate accumulated debt.

12 By any measure, there was not an "inquiry reasonable under  
13 the circumstances."

II

Rule 9011(b)(2) Improper Legal Contentions

20 The Rule 9011(b)(2) certification made by the signature to  
21 the Complaint is that "the claims, defenses, and other legal  
22 contentions are warranted by existing law or by a nonfrivolous  
23 argument for extending, modifying, or reversing existing law or  
24 for establishing new law." Fed. R. Bankr. P. 9011(b)(2).

25 The OSC identified paragraph 14 of the Complaint as a  
26 potentially unwarranted legal contention:

27 14. The Defendant's obligations to Plaintiff are not  
28 consumer debts as defined at 11 U.S.C. § 101(8) to the

1 extent they were based upon fraud and willful, malicious,  
2 and tortious injury to Plaintiff.

3 Complaint ¶ 14.

4 The OSC noted that this court is unaware of any support in  
5 decisional law that a debt incurred "primarily for a personal,  
6 family, or household purpose" [the § 101(8) definition] is  
7 nevertheless not a "consumer debt" if motivated by fraudulent  
8 intent. Hence, it appeared that paragraph 14 is not warranted by  
9 existing law.

10 Recognizing that Rule 9011(b)(2) tolerates "argument for  
11 change to existing law," but only to the extent such argument is  
12 not frivolous, it noted that paragraph 14 appears to be  
13 frivolous. Any consumer debt that is proved in an adversary  
14 proceeding to be based upon fraud is excepted from discharge  
15 under § 523(a)(2), but does not lose its status as "consumer  
16 debt."

17 It is an "objective standard, intended to eliminate any  
18 'empty-head pure-heart' justification for patently frivolous  
19 arguments." Fed. R. Civ. P. 9011, Adv. Comm. Note to 1993  
20 Amendment.

21 Frivolous means "both baseless and made without a reasonable  
22 and competent inquiry." Townsend v. Holman Consulting Corp., 929  
23 F.2d 1358, 1362 (9th Cir. 1990) (en banc).

24 Although one might be able to allege and prove that the  
25 subject debt was not incurred for a "personal, family, or  
26 household purpose," there is no hint in this case that there is  
27 any plausible factual basis for contending that the subject debt  
28 was incurred for any purpose other than paying garden-variety

1 credit card debt. As a matter of law, fraudulent intent does not  
2 disqualify a debt from "consumer debt" status.

3 It appeared that paragraph 14 served only two possible  
4 purposes. First, to intimidate as part of an effort to extract an  
5 unjust settlement. Second, for Golden One to evade its exposure  
6 to attorneys' fees and costs under § 523(d) for unsuccessful  
7 § 523(a)(2) actions in which the creditor's position is not  
8 "substantially justified."

9 Rocha asserted in response to the OSC that paragraph 14 "is  
10 based on the contention that if a person obtains money from a  
11 creditor through a loan but does so with fraudulent intent then  
12 that person should not benefit from the protections that are  
13 afforded to consumers as such protections are designed to protect  
14 the innocent consumer and not a person committing actual fraud."  
15 Decl. of Rocha, ¶31.

16 This explanation ignores the consequences of § 523(a)(2),  
17 which is tailored to except from discharge any debts obtained by  
18 actual fraud and implies that they are not adequate to the task.  
19 And, it ignores the reality that, other than § 523(d), there are  
20 virtually no special protections for "consumer debt" in the  
21 Bankruptcy Code.

22 Moreover, the "protections that are afforded to consumers"  
23 that Rocha touts are few: limited to § 523(d) (fees and costs) and  
24 § 722 (redemption). The remaining fourteen appearances of  
25 "consumer debt" in the Bankruptcy Code and Rules are better  
26 described as creditor oriented (§§ 341(c); 342; 502(k);  
27 524(d)(2) & (c)(6); 528; 547(c)(8); 707(b); 1201(a); 1222(b)(1);  
28 1301(a); 1305(a)(2); 1322(b)(1); Rule 2002(o); Rule 5008).

1 Ironically, Rocha's theory that the debt was not a "consumer  
2 debt" would operate to shoot his client in the foot by stripping  
3 Golden One of its special § 341(c) license to appear at and  
4 participate in the meeting of creditors without a lawyer. In  
5 short, Complaint paragraph 14 is a transparent effort to evade  
6 § 523(d) liability for a creditor who sues unsuccessfully to  
7 establish a consumer debt was obtained by nondischargeable  
8 § 523(a)(2) fraud.

9 It is also significant that the response to the OSC does not  
10 identify any decisional authority to support paragraph 14. In  
11 fact, there is none.

12 On balance, paragraph 14 is both baseless and was made  
13 without a reasonable and competent inquiry.

14 Hence, paragraph 14 of the Complaint violates Rule  
15 9014(b)(2).

16

### 17 III

#### 18 Rule 9011(b)(3) Evidentiary Support

19 The signature on the Complaint constitutes a certification  
20 that the allegations and other factual contentions have  
21 evidentiary support or, if specifically so identified, are likely  
22 to have evidentiary support after a reasonable opportunity for  
23 further investigation or discovery. Fed. R. Bankr. P. 9011(b)(3).

24 The Golden One response emphasizes the clause "likely to  
25 have evidentiary support after a reasonable opportunity for  
26 further investigation or discovery" clause.

27 The fatal flaw with this response is that no allegation in  
28 the Complaint is "specifically so identified," as Rule 9011(b)(3)

1 requires.

2

3 IV

4 11 U.S.C. § 523(d) Fees and Costs

5 A creditor who requests a determination of dischargeability

6 of a "consumer debt" under § 523(a)(2) that ultimately is

7 discharged is liable for the debtor's costs and a reasonable

8 attorney's fee for the proceeding if the court finds that the

9 position of the creditor was not substantially justified, unless

10 special circumstances would make the award unjust. 11 U.S.C.

11 § 523(d).

12

13 A

14 The law of the Ninth Circuit regarding § 523(d) was

15 established by First Card v. Hunt (In re Hunt), 238 F.3d 1098

16 (9th Cir. 2001) (spoiler alert: affirming the undersigned as trial

17 judge). Rocha makes no mention of Hunt.

18 The questions of "substantial justification" and of "special

19 circumstances" are reviewed for abuse of discretion.

20 The creditor plaintiff has the burden to prove its position

21 was substantially justified, which entails demonstrating a

22 reasonable basis in law and fact. Hunt, 238 F.3d at 1103-04.

23 Unsupported allegations in a creditor's pleadings are not

24 sufficient to carry the creditor's burden under § 523(d). Hunt,

25 238 F.3d at 1103.

26 The Ninth Circuit specifically rejected the proposition that

27 "cases brought in good faith should not be chilled," ruling that

28 "whenever the creditor's position is not substantially justified

1 (subject to the special circumstances exception) § 523(d)  
2 certainly does aim to chill some actions that are brought in good  
3 faith, namely, those that do not have a reasonable basis in law  
4 and fact." Hunt, 238 F.3d at 1104 n.6.

5 Special circumstances that would make an award unjust are  
6 subject to traditional equitable principles except that such  
7 principles are to be construed in light of the purpose of  
8 § 523(d) "to deter creditors from bringing frivolous challenges  
9 to the discharge of consumer debts." The express purpose "could  
10 be seriously thwarted if the 'special circumstances' exception  
11 became a vehicle for rigorous application of some sort of  
12 'unclean hands' doctrine to debtors' attorneys." Hunt, 238 F.3d  
13 at 1104, citing S. Rep. No. 98-65, at 9-10 (1983).

14 It is fascinating that Golden One's response to the § 523(d)  
15 issue prepared by Rocha makes no mention of Hunt, even though it  
16 has been the settled law of the Ninth Circuit since 2001.  
17 Instead, it cites three pre-2001 BAP decisions. Itule v.  
18 Metlease, Inc. (In re Itule), 114 B.R. 206, 213 (9th Cir. BAP  
19 1990) (No § 523(d) fees for prevailing creditor); First Card v.  
20 Carolan (In re Carolan), 204 B.R. 980, 987 (9th Cir. BAP  
21 1996) (creditor "substantially justified"); In re Stine, 254 B.R.  
22 244, 250 (9th Cir. BAP 2000) (reversing "substantially justified"  
23 determination).

24 It is disturbing that Rocha cites, as if it is a holding, a  
25 one-judge concurrence in BAP Carolan for the proposition that a  
26 court must balance against the "risk that imposing attorney's  
27 fees and costs may chill creditor efforts" to have fraud debts  
28 declared nondischargeable. Not only does Rocha not disclose that

1 it is a one-judge concurrence and not a BAP holding, he omits to  
2 reveal that the Ninth Circuit later squarely rejected that  
3 proposition in Hunt in a decision that establishes the law of the  
4 Ninth Circuit. Compare Plaintiff's Response at 13, with Hunt, 238  
5 F.3d at 1104 n.6 ("§ 523(d) certainly does aim to chill").

6 Rocha's argument is not persuasive - or worse.

7

8

B

9 It follows from the above discussion that the Golden One  
10 adversary proceeding did not have a reasonable basis in law and  
11 fact.

12 The essential elements of § 523(d) are straightforward.  
13 Golden One requested determination of the dischargeability of a  
14 consumer debt under § 523(a)(2). The debt was discharged. 11  
15 U.S.C. § 523(d).

16 The position of Golden One was not substantially justified  
17 because the allegations did not have a reasonable basis in law  
18 and fact. Hunt, 238 F.3d at 1103-04 & n.6.

19 No special circumstances, as to which Golden One has the  
20 burden of proof, have been urged by Golden One that would make an  
21 award of fees and costs unjust.

22

23

C

24 In one respect, this is Golden One's lucky day. The debtor's  
25 bankruptcy counsel did not assist her in defending the adversary  
26 proceeding. There was nothing untoward about leaving the debtor  
27 self-represented because local rules permit chapter 7 counsel to  
28 provide by contract that their scope of representation does not

1 extend to adversary proceedings. E.D. Cal. Local Bk. Rule 2017-  
2 1(a)(1). But he missed an opportunity to claim attorney's fees  
3 from Golden One.

4 The self-represented debtor necessarily incurred costs that  
5 are eligible for reimbursement to her under § 523(d). The record  
6 is sufficient for this court to make a reasonable estimate of the  
7 § 523(d) costs. She incurred production costs for her  
8 "Defendant's Statement of Undisputed Facts in Support of Her  
9 Motion for Bankruptcy," which was well done for a non-lawyer, and  
10 which this court deemed to be an Answer. She was required to make  
11 multiple trips to the Sacramento Courthouse from her home in  
12 Camino, California, to file her papers and to appear at the  
13 status conference hearing that led to the setting of a trial  
14 date. A reasonable estimate of the total § 523(d) costs is  
15 \$450.00, which shall be paid to her by Golden One.

16

17

V

18

Rule 9011 Sanctions

19 The question becomes what remedial sanctions are appropriate  
20 to impose on account of the Rule 9011 violations described  
21 herein.

22

23

A

24 This is a court-initiated sanction pursuant to an order to  
25 show cause, as permitted by Rule 9011(c)(1)(B).

26 This court's order to show cause was not issued until after  
27 the adversary proceeding was dismissed upon this court's order  
28 based on the plaintiff's request pursuant to Civil Rule 41(a)(2).

1 Fed. R. Bankr. P. 7041, incorporating Fed. R. Civ. P. 41.

2 Monetary sanctions may not be awarded on the court's  
3 initiative where the court's order to show cause does not issue  
4 until after voluntary dismissal or settlement of the claims made  
5 by or against the party, or whose attorneys are, to be  
6 sanctioned. Fed. R. Bankr. P. 9011(c)(2)(B).

7 Nonmonetary sanctions are permitted on the court's  
8 initiative following an order to show cause that is issued after  
9 dismissal or settlement of the subject claims. Fed. R. Bankr. P.  
10 9011(c)(2). The operative principle is that such a sanction  
11 should be limited to what is sufficient to deter repetition of  
12 the conduct or comparable conduct by others similarly situated.

13 Id.

14

15 B

16 There are two points of particular concern. First, there is  
17 Rocha's failure to cite the controlling Ninth Circuit authority  
18 regarding § 523(d). The consequence for Rocha is self-inflicted  
19 reputational damage.

20 Second, Rocha's violation of Rule 9011(b)(2) regarding the  
21 allegation in Complaint paragraph 14 that fraud disqualifies a  
22 debtor for "consumer debt" status is of more immediate concern.

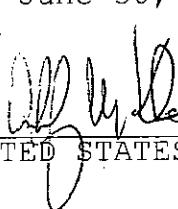
23 This is not an isolated violation. The records of adversary  
24 proceedings in the Eastern District reveal that on six other  
25 occasions Rocha has filed complaints containing language  
26 identical to Complaint paragraph 14:

27

28 Adv. No. 2022-01013 Golden One v. Lopez

Complaint ¶ 26

1 Adv. No. 2021-02028 Golden One v. Flores Complaint ¶ 27  
2 Adv. No. 2018-01051 LBS Finan. CU v. Perez Complaint ¶ 28  
3 Adv. No. 2017-02126 LBS Finan. CU v. Nieri Complaint ¶ 27  
4 Adv. No. 2015-02244 Gateway One v. Barry Complaint ¶ 19  
5 Adv. No. 2014-01110 LBS Finan. CU v. Newton Complaint ¶ 22  
6  
7 It follows that there is an established pattern of  
8 violations of Rule 9011(b)(2) by Rocha.  
9 Sanctions are appropriate to impose based on what is  
10 "reasonably necessary to deter repetition of the conduct by the  
11 offending person or comparable conduct by similarly situated  
12 persons." Fed. R. Civ. P. 11, Adv. Comm. Note to 1993 Amendment,  
13 incorporated by Fed. R. Bankr. P. 9011.  
14 Karel Rocha, as the "person signing, filing, submitting, or  
15 advocating a document has a nondelegable responsibility to the  
16 court." In addition, the law firm of Prenovost, Normandin, Dawe &  
17 Rocha "absent exceptional circumstances ... is to be held also  
18 responsible." Id.  
19 What is reasonably necessary to deter repetition of the  
20 conduct in this instance is to impose a requirement of prefiling  
21 review by the undersigned judge of every complaint alleging  
22 nondischargeable debt before it is filed in the U.S. Bankruptcy  
23 Court for the Eastern District of California by Karel Rocha or  
24 the law firm of Prenovost, Normandin, Dawe & Rocha between the  
25 date of the issuance of this order and June 30, 2025.  
26  
27 Date: October 30, 2023  
28

  
UNITED STATES BANKRUPTCY JUDGE

**INSTRUCTIONS TO CLERK OF COURT  
SERVICE LIST**

The Clerk of Court is instructed to send the attached document, via the BNC, to the following parties:

Karel Rocha  
2122 N. Broadway  
Suite 200  
Santa Ana, CA 92706

Prenovost, Normandin, Dawe & Rocha  
2122 N. Broadway  
Suite 200  
Santa Ana, CA 92706

Jamie P. Dreher  
621 Capitol Mall, 18<sup>th</sup> Floor  
Sacramento, CA 95814

Courtney Linn  
The Golden 1 Credit Union  
P.O. BOX 15966  
SACRAMENTO, CA 95852

Megan Christine Fiedler  
2949 Alder Drive  
Camino, CA 95709